IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

**WRIT PETITION NO.2842 OF 2005**

Dnyaneshwar Babanrao Kokate ... Petitioner

V/s.

Anand Ganesh Dhadphale ... Respondent

Mr.Aniruddha Pratinidhi for Petitioner

CORAM: **SMT.NISHITA MHATRE, J.**

DATED: **JUNE 28, 2005**

**P.C.:**

. The Petition challenges two concurrent orders of the trial Court and appellate Court decreeing the suit filed by the respondent herein. It is contended on behalf of the Petitioner that the renewal clause contained in the lease deed was never acted upon and, therefore, the Petitioner is a protected tenant.

2. Both the Courts below have considered the fact that the last lease deed entered into between the parties was on 29.6.1991 for a period of 10 years. The lease expired in 2001. The respondent refused to renew the lease and called upon the Petitioner to hand over vacant and peaceful possession of the premises on 26.9.2001. In my view, the Petitioner is not entitled

to the protection afforded to tenants under the Bombay Rent Act since the terms between the Petitioner and the Respondent were stipulated in the lease deed dated 29.6.1991 which was to be in existence upto June 2001. Hence, Petition dismissed.

3. The Petitioner requests for some time to vacate the premises. Time to vacate the premises granted upto 31.12.2005 on condition that the Petitioner and all adult members of his family file an undertaking in this Court in the usual terms within two weeks from today to vacate the premises by 31.12.2005.